

EXHIBIT B

W&GR Wilson Sonsini Goodrich & Rosati
PROFESSIONAL CORPORATION

650 Page Mill Road
Palo Alto, CA 94304-1050
PHONE 650.493.9300
FAX 650.493.6811
www.wsgr.com

August 22, 2005

Via Facsimile

Ilene Sunshine, Esq.
Sullivan & Worcester LLP
One Post Office Square
Boston, MA 02109

Re: Christina Elwell v. Google Inc., et al.

Dear Ms. Sunshine:

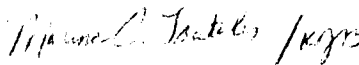
We have reviewed Ms. Elwell's Complaint. As you may be aware, Ms. Elwell signed an Employment, Confidential Information, and Invention Assignment Agreement (the "Agreement") with Google on September 26, 2000, which provides that binding arbitration is the final and exclusive means of resolution of any disputes relating to her employment with Google. Given Ms. Elwell's clear and binding agreement to arbitrate the claims that she alleges in this lawsuit, we expect that you will stipulate to submit this case to binding arbitration and stay the judicial proceedings. Otherwise, we will be forced to file a motion to compel arbitration. Please be advised that Google agrees to waive the cost-sharing provision of the arbitration clause and bear all of the administrative and hearing fees charged by the arbitrator.

Please also be advised that should Ms. Elwell insist on prosecuting her claims in court under these circumstances, she will deprive Google of the benefits of the arbitration bargain and breach the Agreement. We will consider such action to be a direct repudiation of the Agreement and may move for summary judgment based on Ms. Elwell's failure to exhaust her contractual obligation to arbitrate her claims.

Please let me know whether you will stipulate to binding arbitration as soon as possible, and no later than August 24, 2005. I look forward to hearing from you.

Sincerely,

WILSON SONSINI GOODRICH & ROSATI
Professional Corporation



Marina C. Tsatalis